



NOTE: CHANGES HAVE BEEN
MADE TO THIS DOCUMENT

Dan Stormer, Esq. [S.B. # 101967]
Cindy Pánuco, Esq. [S.B. #266921]
Brian Olney, Esq. [S.B. #298089]
HADSELL STORMER & RENICK LLP
128 N. Fair Oaks Avenue
Pasadena, California 91103
Telephone: (626) 585-9600
Facsimile: (626) 577-7079
Emails: dstormer@hadsellstormer.com
cpanuco@hadsellstormer.com
bolney@hadsellstormer.com

Robert D. Newman, Esq. [S.B. #86534]
ROBERT D. NEWMAN, ATTORNEY AT LAW
3701 Wilshire Blvd., Suite 208
Los Angeles, California 90010
Telephone: (213) 487-7211
Facsimile: (213) 487-0242
Email: rnewman@rdnewmanlaw.com

Attorneys for Plaintiff
KENO V. THOMAS

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KENO V. THOMAS,
Plaintiff,
v.

STARZ ENTERTAINMENT, LLC;
MICHAEL THORNTON; AND DOES
1 through 10, inclusive,
Defendant.

Case No. 2:15-cv-09239-CAS-AFM

STIPULATED PROTECTIVE
ORDER¹

¹ This Stipulated Protective Order is based substantially on the model protective order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 ERIC J. AMDURSKY (S.B. #180288)
eamdursky@omm.com
2 O'MELVENY & MYERS LLP
2765 Sand Hill Road
3 Menlo Park, California 94025-7019
4 Telephone: 650-473-2600
Facsimile: 650-473-2601
5

6 DANIEL PETROCELLI (S.B. #97802)
dpetrocelli@omm.com
7 MARGARET L. CARTER (S.B. #220637)
mcarter@omm.com
8 CARLY B. EPSTEIN (S.B. #284775)
cepstein@omm.com
9 O'MELVENY & MYERS LLP
400 South Hope Street
10 Los Angeles, California 90071
11 Telephone: 213-430-6000
Facsimile: 213-430-6407
12

13 Attorneys for Defendants
Starz Entertainment, LLC and
14 Michael Thornton
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order ("this Order"). The parties
7 acknowledge that this Order does not confer blanket protections on all disclosures
8 or responses to discovery and that the protection it affords from public disclosure
9 and use extends only to the limited information or items that are entitled to
10 confidential treatment under the applicable legal principles.

11

12 B. GOOD CAUSE STATEMENT

13 This action is likely to involve confidential and highly confidential,
14 proprietary and trade secret information, and other commercial and financial
15 information, the release of which would be detrimental to Defendant Starz
16 Entertainment, LLC's ("Starz's") business if made public or shared with a
17 customer's competitor. This information warrants special protection from public
18 disclosure and from use for any purpose other than prosecution of this action. Such
19 confidential and proprietary materials and information consist of, among other
20 things, confidential business, personnel or financial information, including but not
21 limited to information related to negotiations between Defendant Starz and its
22 customers (including customers that are competitors of each other), customer rates,
23 or customer fees, other information regarding confidential business practices, other
24 confidential commercial information (including information implicating privacy
25 rights of third parties), or information otherwise generally unavailable to the public,
26 or which may be privileged or otherwise protected from disclosure under state or
27 federal statutes, court rules, case decisions, or common law. Accordingly, to
28 expedite the flow of information, to facilitate the prompt resolution of disputes over

1 confidentiality of discovery materials, to adequately protect information the parties
2 are entitled to keep confidential, to ensure that the parties are permitted reasonable
3 necessary uses of such material in preparation for and in the conduct of trial, to
4 address their handling at the end of the litigation, and serve the ends of justice, a
5 protective order for such information is justified in this matter. It is the intent of the
6 parties that information will not be designated as confidential for tactical reasons
7 and that nothing be so designated without a good faith belief that it has been
8 maintained in a confidential, non-public manner, and there is good cause why it
9 should not be part of the public record of this case.

10
11 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
12 SEAL

13 1. The parties further acknowledge, as set forth in Section 12.3, below,
14 that this Stipulated Protective Order does not entitle them to file confidential
15 information under seal; Local Civil Rule 79-5 sets forth the procedures that must be
16 followed and the standards that will be applied when a party seeks permission from
17 the court to file material under seal. The Parties are reminded of their obligation
18 under Local Civil Rule 79-5.2.2(b) to submit an Application for Leave to File
19 Under Seal if a Party intends to file a document with this Court containing
20 information previously designated as "CONFIDENTIAL" or "HIGHLY
21 CONFIDENTIAL" by another Party or Non-Party pursuant to this Stipulated
22 Protective Order. If a Party fails to file "CONFIDENTIAL" or "HIGHLY
23 CONFIDENTIAL" information under seal pursuant to Local Rule 79-5, any person
24 who in good faith believes that filing under seal is required to protect its interests
25 may move the Court to seal the "CONFIDENTIAL" or "HIGHLY
26 CONFIDENTIAL" information within ten (10) court days of learning of the
27 allegedly defective filing. Notice of such motion shall be given to all Parties. The
28 Clerk shall seal the disputed part of the filing until the Court rules on the motion.

1 There is a strong presumption that the public has a right of access to judicial
2 proceedings and records in civil cases. In connection with non-dispositive motions,
3 good cause must be shown to support a filing under seal. *See Kamakana v. City*
4 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
5 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
6 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
7 orders require good cause showing), and a specific showing of good cause or
8 compelling reasons with proper evidentiary support and legal justification, must be
9 made with respect to Protected Material that a party seeks to file under seal. The
10 parties' mere designation of Disclosure or Discovery Material as
11 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" does not—without the
12 submission of competent evidence by declaration, establishing that the material
13 sought to be filed under seal qualifies as confidential, privileged, or otherwise
14 protectable—constitute good cause.

15 Further, if a party requests sealing related to a dispositive motion or trial,
16 then compelling reasons, not only good cause, for the sealing must be shown, and
17 the relief sought shall be narrowly tailored to serve the specific interest to be
18 protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir.
19 2010). For each item or type of information, document, or thing sought to be filed
20 or introduced under seal in connection with a dispositive motion or trial, the party
21 seeking protection must articulate compelling reasons, supported by specific facts
22 and legal justification, for the requested sealing order. Again, competent evidence
23 supporting the application to file documents under seal must be provided by
24 declaration.

25 Any document that is not confidential, privileged, or otherwise protectable in
26 its entirety will not be filed under seal if the confidential portions can be redacted.
27 If documents can be redacted, then a redacted version for public viewing, omitting
28 only the confidential, privileged, or otherwise protectable portions of the document,

1 shall be filed. Any application that seeks to file documents under seal in their
2 entirety should include an explanation of why redaction is not feasible.

3
4 2. DEFINITIONS

5 2.1 Action: this pending federal lawsuit.

6 2.2 Challenging Party: a Party or Non-Party that challenges the
7 designation of information or items under this Order.

8 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
9 how it is generated, stored or maintained) or tangible things that qualify for
10 protection under federal law, including Federal Rule of Civil Procedure 26(c), and,
11 as specified above in the Good Cause Statement, that embodies, contains or reflects
12 trade secrets, proprietary data, or commercial, financial or personal information that
13 is not generally known and which the Designating Party would not normally reveal
14 to third parties or which, if disclosed, would require such third parties to maintain it
15 in confidence.

16 2.4 "HIGHLY CONFIDENTIAL" Information or Items: extremely
17 sensitive "Confidential Information or Items," including but not limited to contract
18 negotiations, rates, revenue and subscriber numbers, and contract terms, the
19 disclosure of which to another Party or Non-Party would create a substantial risk of
20 serious harm that could not be avoided by less restrictive means.

21 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
22 their support staff).

23 2.6 Designating Party: a Party or Non-Party that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

26 2.7 Disclosure or Discovery Material: all items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including,
28 among other things, testimony, transcripts, and tangible things), that are produced

1 or generated in disclosures or responses to discovery in this matter.

2 2.8 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as
4 an expert witness or as a consultant in this Action.

5 2.9 House Counsel: attorneys who are employees of a party to this Action.
6 House Counsel does not include Outside Counsel of Record or any other outside
7 counsel.

8 2.10 Non-Party: any natural person, partnership, corporation, association or
9 other legal entity not named as a Party to this action.

10 2.11 Outside Counsel of Record: attorneys who are not employees of a
11 party to this Action but are retained to represent or advise a party to this Action and
12 have appeared in this Action on behalf of that party or are affiliated with a law firm
13 that has appeared on behalf of that party, and includes support staff.

14 2.12 Party: any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs) (collectively, the "Parties").

17 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

19 2.14 Professional Vendors: persons or entities that provide litigation
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)
22 and their employees and subcontractors.

23 2.15 Protected Material: any Disclosure or Discovery Material that is
24 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

25 2.16 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 This Order does not govern the use of Protected Material at trial. The Parties
8 agree to meet and confer at least three (3) months before trial is set to commence to
9 agree upon a stipulated protective order to govern the use of Protected Material at
10 trial. The Parties will submit a stipulated protective order intended to govern the
11 use of Protected Material at trial to ^{the trial judge} ~~this Court~~ for ~~its~~ approval at least two (2)
12 months before trial is set to commence. ^{AFM}

13
14 4. DURATION

15 The Parties remain in dispute regarding the terms of this Protective Order and
16 are preparing a joint stipulation to seek judicial resolution of these issues pursuant
17 to Local Rule 37-2. The Parties agree that the instant Protective Order shall remain
18 in effect unless the Court enters any order modifying the Protective Order pursuant
19 to the Parties' joint stipulation, and that the Parties' agreement to the instant
20 Protective Order is done without prejudice to the Parties' right to seek or oppose the
21 modifications identified in their joint stipulation. Any documents designated as
22 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" pursuant to the instant
23 Protective Order will receive the full protections under this order unless the ^{Magistrate} Judge's
24 order on the joint stipulation modifies those protections. ^{AFM}

25 The terms of this Order will not apply to the introduction of exhibits or
26 testimony used at the trial of this Action, except as may be agreed in writing by the
27 Parties and as approved by the Court. As explained above, the Parties agree to meet
28 and confer in advance of the commencement of trial to agree upon a stipulated

1 protective order to govern the use of Protected Material at trial. The Parties will
 2 submit that stipulated protective order to ~~this Court~~ ^{the trial judge} for its approval at least two (2)
 3 months before trial is set to commence. AFM

4 ///

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

7 Each Party or Non-Party that designates information or items for protection under
 8 this Order must take care to limit any such designation to specific material that
 9 qualifies under the appropriate standards. The Designating Party must designate for
 10 protection only those parts of material, documents, items or oral or written
 11 communications that qualify so that other portions of the material, documents,
 12 items or communications for which protection is not warranted are not swept
 13 unjustifiably within the ambit of this Order.

14 Mass, indiscriminate or routinized designations are prohibited. Designations
 15 that are shown to be clearly unjustified or that have been made for an improper
 16 purpose (e.g., to unnecessarily encumber the case development process or to
 17 impose unnecessary expenses and burdens on other parties) may expose the
 18 Designating Party to sanctions.

19 If it comes to a Designating Party's attention that information or items that it
 20 designated for protection do not qualify for protection, that Designating Party must
 21 promptly notify all other Parties that it is withdrawing the inapplicable designation.

22 5.2 Manner and Timing of Designations. Except as otherwise provided in
 23 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
 24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 25 under this Order must be clearly so designated before the material is disclosed or
 26 produced.

27 Designation in conformity with this Order requires:

- 28 (a) for information in documentary form (*e.g.*, paper or electronic

1 documents, but excluding transcripts of depositions or other pretrial or trial
2 proceedings), that the Producing Party affix at a minimum, the legend
3 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or the legend
4 “HIGHLY CONFIDENTIAL” (hereinafter “HIGHLY CONFIDENTIAL legend”),
5 to each page that contains protected material. If only a portion of the material on a
6 page qualifies for protection, the Producing Party also must clearly identify the
7 protected portion(s) (e.g., by making appropriate markings in the margins).

8 A Party or Non-Party that makes original documents available for inspection
9 need not designate them for protection until after the inspecting Party has indicated
10 which documents it would like copied and produced. During the inspection and
11 before the designation, all of the material made available for inspection shall be
12 deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” After the inspecting
13 Party has identified the documents it wants copied and produced, the Producing
14 Party must determine which documents, or portions thereof, qualify for protection
15 under this Order. Then, before producing the specified documents, the Producing
16 Party must affix the “CONFIDENTIAL legend” or the “HIGHLY
17 CONFIDENTIAL legend” to each page that contains Protected Material. If only a
18 portion of the material on a page qualifies for protection, the Producing Party also
19 must clearly identify the protected portion(s) (e.g., by making appropriate markings
20 in the margins).

21 (b) for testimony given or exhibits presented in depositions, that the
22 Designating Party identify the testimony or exhibits as “CONFIDENTIAL” or
23 “HIGHLY CONFIDENTIAL” in writing within ten (10) court days after the court
24 reporter mails the final transcript of the deposition, all protected testimony and/or
25 exhibits, and specify the level of protection being asserted. Until such designations
26 are due, the testimony and exhibits shall be treated as information properly
27 designated “HIGHLY CONFIDENTIAL.”

28 (c) for information produced in some form other than documentary

1 and for any other tangible items, that the Producing Party affix in a prominent place
2 on the exterior of the container or containers in which the information is stored the
3 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." If only a portion or
4 portions of the information warrants protection, the Producing Party, to the extent
5 practicable, shall identify the protected portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
7 failure to designate qualified information or items does not, standing alone, waive
8 the Designating Party's right to secure protection under this Order for such
9 material. A Designating Party that inadvertently fails to designate an item or
10 document as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" at the time it is
11 given, used, served, or produced may correct its failure in writing, accompanied by
12 a substitute copy of each item or document, appropriately designated as
13 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." Once substitute copies
14 have been provided, all copies of the inadvertently unmarked items or documents
15 shall be destroyed or returned to the Producing Party. Upon timely correction of a
16 designation, the Receiving Party must make reasonable efforts to assure that the
17 material is treated in accordance with the provisions of this Order.

18
19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time that is consistent with the Court's
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process under Local Rule 37-1 *et seq.*

25 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
26 joint stipulation pursuant to Local Rule 37-2.

27 6.4 The burden of persuasion in any such challenge proceeding shall be on
28 the Designating Party. Frivolous challenges, and those made for an improper

1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
2 parties) may expose the Challenging Party to sanctions. Unless the Designating
3 Party has waived or withdrawn the confidentiality designation, all parties shall
4 continue to afford the material in question the level of protection to which it is
5 entitled under the Producing Party's designation until the Court rules on the
6 challenge.

7
8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

9 7.1 Basic Principles. A Receiving Party may use Protected Material that is
10 disclosed or produced by another Party or by a Non-Party in connection with this
11 Action only for prosecuting, defending or attempting to settle this Action. Such
12 Protected Material may be disclosed only to the categories of persons and under the
13 conditions described in this Order. When the Action has been terminated, a
14 Receiving Party must comply with the provisions of section 13 below (FINAL
15 DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party at a
17 location and in a secure manner that ensures that access is limited to the persons
18 authorized under this Order.

19 7.2 Disclosure of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL"
20 Information or Items.

21 (a) Unless otherwise ordered by the Court or permitted in writing
22 by the Designating Party, a Receiving Party may disclose any information or item
23 designated "CONFIDENTIAL" only to:

24 (1) the Receiving Party's Outside Counsel of Record in this
25 Action, as well as employees of said Outside Counsel of Record to whom it is
26 reasonably necessary to disclose the information for this Action;

27 (2) the officers, directors, and employees (including House
28 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this

1 Action;

2 (3) Experts (as defined in this Order) of the Receiving Party
3 to whom disclosure is reasonably necessary for this Action and who have signed
4 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

5 (4) the Court and its personnel;

6 (5) court reporters and their staff;

7 (6) professional jury or trial consultants, mock jurors, and
8 Professional Vendors to whom disclosure is reasonably necessary for this Action
9 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
10 A);

11 (7) the author or recipient of a document containing the
12 information or a custodian or other person who otherwise possessed or knew the
13 information;

14 (8) during their depositions, witnesses, and attorneys for
15 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1)
16 the deposing party requests that the witness sign the form attached as Exhibit A
17 hereto; and (2) they will not be permitted to keep any information designated as
18 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" unless they sign the
19 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
20 agreed by the Designating Party or ordered by the court. Pages of transcribed
21 deposition testimony or exhibits to depositions that reveal Protected Material may,
22 upon request from the Designating Party, be separately bound by the court reporter
23 with a cover page that states: "This transcript portion contains information subject
24 to the Stipulated Protective Order and shall be used only in accordance therewith."
25 The separately bound portion of the deposition transcript may not be disclosed to
26 anyone except as permitted under this Stipulated Protective Order; and

27 (9) any mediator or settlement officer, and their supporting
28 personnel, mutually agreed upon by any of the parties engaged in settlement

1 discussions.

2 (b) Unless otherwise ordered by the Court or permitted in writing by the
3 Designating Party, any information or item designated as "HIGHLY
4 CONFIDENTIAL" may be disclosed only to:

5 (1) any Outside Counsel of Record in this Action, as well as
6 employees of said Outside Counsel of Record to whom it is reasonably necessary to
7 disclose the information for this Action;

8 (2) Experts (as defined in this Order) of the Receiving Party
9 to whom disclosure is reasonably necessary for this Action and who have signed
10 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

11 (3) the Court and its personnel;

12 (4) court reporters and their staff;

13 (5) professional jury or trial consultants, and Professional
14 Vendors to whom disclosure is reasonably necessary for this Action and who have
15 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (6) the author or recipient of a document containing the
17 information or a custodian or other person who otherwise possessed or knew the
18 information; and

19 (7) any mediator or settlement officer, and their supporting
20 personnel, mutually agreed upon by any of the parties engaged in settlement
21 discussions.

22

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
24 IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation
26 that compels disclosure of any information or items designated in this Action as
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" that Party must:

28 (a) promptly notify in writing the Designating Party. Such

1 notification shall include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or
3 order to issue in the other litigation that some or all of the material covered by the
4 subpoena or order is subject to this Protective Order. Such notification shall
5 include a copy of this Stipulated Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be
7 pursued by the Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served with
9 the subpoena or court order shall not produce any information designated in this
10 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" before a
11 determination by the court from which the subpoena or order issued, unless the
12 Party has obtained the Designating Party's permission. The Designating Party shall
13 bear the burden and expense of seeking protection in that court of its confidential
14 material and nothing in these provisions should be construed as authorizing or
15 encouraging a Receiving Party in this Action to disobey a lawful directive from
16 another court.

17
18 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
19 PRODUCED IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced
21 by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
22 CONFIDENTIAL." Such information produced by Non-Parties in connection with
23 this litigation is protected by the remedies and relief provided by this Order.
24 Nothing in these provisions should be construed as prohibiting a Non-Party from
25 seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery
27 request, to produce a Non-Party's confidential information in its possession, and the
28 Party is subject to an agreement with the Non-Party not to produce the Non-Party's

1 confidential information, then the Party shall:

2 (1) promptly notify in writing the Requesting Party and the
3 Non-Party that some or all of the information requested is subject to a
4 confidentiality agreement with a Non-Party;

5 (2) promptly provide the Non-Party with a copy of the
6 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
7 reasonably specific description of the information requested; and

8 (3) make the information requested available for inspection
9 by the Non-Party, if requested.

10 (c) If the Non-Party fails to seek a protective order from this court
11 within 14 days of receiving the notice and accompanying information, the
12 Receiving Party may produce the Non-Party's confidential information responsive
13 to the discovery request. If the Non-Party timely seeks a protective order, the
14 Receiving Party shall not produce any information in its possession or control that
15 is subject to the confidentiality agreement with the Non-Party before a
16 determination by the court. Absent a court order to the contrary, the Non-Party
17 shall bear the burden and expense of seeking protection in this court of its Protected
18 Material.

19

20 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
22 Protected Material to any person or in any circumstance not authorized under this
23 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
24 writing the Designating Party of the unauthorized disclosures, (b) use its best
25 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
26 person or persons to whom unauthorized disclosures were made of all the terms of
27 this Order, and (d) request such person or persons to execute the "Acknowledgment
28 and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

The Parties agree to incorporate the following agreement regarding the effect of disclosure of a communication or information protected by the attorney client privilege or work product protection, and the obligations of Receiving Parties upon receiving notice that certain inadvertently produced material was subject to a claim of privilege or other protection. If during document production, a Producing Party inadvertently produces a document entitled to protection under the attorney-client privilege, the attorney work product doctrine, or other provisions of applicable law:

(a) the Parties agree that the erroneous or inadvertent production shall not constitute a waiver of such protection as to either the subject matter of the material or as to related documents or communications; and (b) the Producing Party may request the return of the inadvertently produced document at any time before the commencement of trial, but no more than ten (10) court days after the document is first marked as a deposition exhibit, identified as a potential trial exhibit, or otherwise identified by any Party in any pleading or correspondence served on all Parties to this action. Any such request shall be made in writing, and shall identify the basis for the claimed protection. If the Receiving Party agrees that the document is entitled to protection (without regard to its inadvertent production), all copies of the inadvertently produced document shall be returned to the Producing Party or destroyed, and no reference to such document shall be made in discovery, at trial, or any other manner. If the Parties do not agree that the document is entitled to protection, the burden is on the Producing Party to file an appropriate motion with the Court within twenty (20) court days after the document is first marked as a deposition exhibit, identified as a potential trial exhibit, or otherwise identified by any Party in any pleading or correspondence served on all Parties to this action. The Receiving Party must not disclose the information until the claim is resolved by the Court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any

1 copies, abstracts, compilations, summaries or any other format reproducing or
2 capturing any of the Protected Material. Notwithstanding this provision, Counsel
3 are entitled to retain an archival copy of all pleadings, motion papers, trial,
4 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
5 and trial exhibits, expert reports, attorney work product, and consultant and expert
6 work product, even if such materials contain Protected Material. Any such archival
7 copies that contain or constitute Protected Material remain subject to this Protective
8 Order as set forth in Section 4 (DURATION).

9 ///

10 14. VIOLATION

11 Any violation of this Order may be punished by appropriate measures
12 including, without limitation, contempt proceedings and/or monetary sanctions.

13
14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15
16 Dated: February 24, 2017

By: /s/ Eric J. Amdursky
ERIC J. AMDURSKY (S.B. #180288)
eamdursky@omm.com
O'MELVENY & MYERS LLP
2765 Sand Hill Road
Menlo Park, California 94025-7019
Telephone: 650-473-2600
Facsimile: 650-473-2601

21 Attorneys for Defendants
22 Starz Entertainment, LLC and
23 Michael Thornton
24
25
26
27
28

1
2 Dated: February 24, 2017

By: /s/ Brian Olney

BRIAN OLNEY (S.B. #298089)

bolney@hadsellstormer.com

HADSELL STORMER & RENICK LLP

128 N. Fair Oaks Avenue

Pasadena, California 91103

Telephone: (626) 585-9600

Facsimile: (626) 577-7079

Attorneys for Plaintiff

Keno V. Thomas

3
4
5
6
7
8
9 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

10
11 DATED: 2/28/2017

12
13 
14 HON. ALEXANDER F. MacKINNON
United States Magistrate Judge

15 EXHIBIT A

16 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

17 I, _____ [print or type full name], of
18 _____ [print or type full address], declare under penalty of perjury
19 that I have read in its entirety and understand the Stipulated Protective Order that
20 was issued by the United States District Court for the Central District of California
21 on [date] in the case of *Keno Thomas v. Starz Entertainment, LLC et al.*, Case No.
22 2:15-cv-09239-CAS (AFM). I agree to comply with and to be bound by all the
23 terms of this Stipulated Protective Order and I understand and acknowledge that
24 failure to so comply could expose me to sanctions and punishment in the nature of
25 contempt. I solemnly promise that I will not disclose in any manner any
26 information or item that is subject to this Stipulated Protective Order to any person
27 or entity except in strict compliance with the provisions of this Order. I further
28 agree to submit to the jurisdiction of the United States District Court for the Central

1 District of California for enforcing the terms of this Stipulated Protective Order,
2 even if such enforcement proceedings occur after termination of this action. I
3 hereby appoint _____ [print or type full name] of
4 _____ [print or type full address and
5 telephone number] as my California agent for service of process in connection with
6 this action or any proceedings related to enforcement of this Stipulated Protective
7 Order.

8 Date: _____

9 City and State where sworn and signed: _____

10

11 Printed name: _____

12

13 Signature: _____

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

ATTESTATION TO FILING

Pursuant to L.R. 5-4.3.4, I attest that Eric J. Amdursky concurred in this
Stipulated Protective Order and authorized the filing of the same.

/s/ Brian Olney
Brian Olney

Attorney for Plaintiff
Keno V. Thomas